

(SPACE BELOW FOR FILING STAMP ONLY)

70

WALTER WILHELM LAW GROUP  
A Professional Corporation  
Riley C. Walter #91839  
205 East River Park Circle, Ste. 410  
Fresno, CA 93720  
Telephone: (559) 435-9800  
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E-mail: [rileywalter@W2LG.com](mailto:rileywalter@W2LG.com)

Chapter 9 Counsel for Tulare Local Healthcare District, Debtor

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re

CASE NO. 17-13797

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE REGIONAL  
MEDICAL CENTER,

Chapter 9

DC No.: WW-112

Debtor.

Tax ID #: 94-6002897  
Address: 869 N. Cherry Street  
Tulare, CA 93274

Date: July 3, 2019  
Time: 10:00 a.m.  
Place: 2500 Tulare Street  
Fresno, CA 93721  
Courtroom 13  
Judge: Honorable René Lastreto II

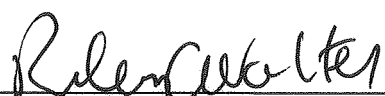
EXHIBIT TO DEBTOR'S OBJECTION TO PROOF OF CLAIM NUMBER 49  
FILED BY IBM CREDIT LLC

Exhibit	Description	Pages
A	Proof of Claim Number 49 filed by IBM Credit LLC	69

Dated: May 31, 2019

WALTER WILHELM LAW GROUP,  
a Professional Corporation

By:

  
Riley C. Walter, Attorneys for Debtor,  
Tulare Local Healthcare District dba Tulare  
Regional Medical Center

Filed 12/07/17

Case 17-13797

Claim 49

Fill in this information to identify the case:

Debtor 1 TULARE LOCAL HEALTHCARE DISTRICTDebtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of California

Case number 17-13797

RPAF

FILED

DEC 07 2017

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA

## Official Form 410

## Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

## Part 1: Identify the Claim

1. Who is the current creditor?

IBM CREDIT LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

IBM Corp. / Attn: Marie-Josée Dube

Name

Name

275 Viger East

Number Street

Number Street

Montreal

QC

H2X 3R7

City

State

ZIP Code

City

State

ZIP Code

Contact phone 514-964-0694

Contact phone

Contact email mjdube@ca.ibm.com

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing?

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2 7 0 2</u>
7. How much is the claim? \$ <u>888,667.59</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>LEASE</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____ <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>352,826.04</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,475\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/30/2017

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Marie-Josée Dube

First name

Middle name

Last name

Title

Bankruptcy Coordinator

Company

IBM Corp.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

275 Viger East

Number Street

Montreal

City

QC

State

H2X 3R7

ZIP Code

Contact phone

514-694-1543

Email mjdube@ca.ibm.com



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CALIFORNIA

In re

Tulare Local Healthcare District,

Case No. 17-13797

Debtor.

POWER OF ATTORNEY

TO: Marie-Josée Dube  
Bankruptcy Coordinator  
275 Viger East  
Montreal, Qc  
Canada H2X 3R7

The undersigned claimant hereby authorizes you as attorney in fact for the undersigned and will full power of substitution to file Proof of Claim, to execute any other documents, to receive distributions, and in general, to perform any act not constituting the practice of law for the undersigned in all matter arising in this case.

Dated: December 5, 2017

Signed:

IBM CREDIT LLC

By:

Title: IGF Counsel

Address: North Castle Drive  
Armonk NY 10504

STATE OF NEW YORK )

) ss:

COUNTY OF WESTCHESTER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December 2017, by Bill Dimos, who says that he is IGF Counsel of IBM Credit LLC, a Delaware limited liability company, and is authorized to execute this power of attorney on its behalf.

Notary Public

ERIC C. SEMENETZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02SE6234390  
Qualified in Putnam County  
My Commission Expires January 18, 2019

Tulare Local Healthcare District  
Chapter 9 Bankruptcy  
Case# 17-13797, filed on 09/30/2017  
Eastern District of California

CUSTNO	INVNO	INVDAT	SOURCE	GROSSINV	NETINV	PRE PETITION	POST PETITION
8973117	Q9828IE	2016-12-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q9827IE	2016-12-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q9826IE	2016-12-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q9421IH	2017-01-01	Q896	\$5,811.12	\$5,811.12	\$5,811.12	
8973117	Q9420IH	2017-01-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q9419IH	2017-01-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q9418IH	2017-01-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q9417IH	2017-01-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q8561IK	2017-02-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q8560IK	2017-02-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q8559IK	2017-02-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q8558IK	2017-02-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q8557IK	2017-02-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q9707IM	2017-03-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q9711IM	2017-03-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q9710IM	2017-03-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q9709IM	2017-03-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q9708IM	2017-03-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q8384IQ	2017-04-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q8383IQ	2017-04-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q9919IS	2017-05-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q9918IS	2017-05-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q9917IS	2017-05-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q9916IS	2017-05-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q9915IS	2017-05-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q8340IW	2017-06-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q8339IW	2017-06-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q8338IW	2017-06-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q8337IW	2017-06-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q8336IW	2017-06-01	Q896	\$17,458.98	\$17,458.98	\$17,458.98	
8973117	Q9433IY	2017-07-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q9432IY	2017-07-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q9431IY	2017-07-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q9430IY	2017-07-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q8427J1	2017-08-01	Q896	\$17,946.63	\$17,946.63	\$17,946.63	
8973117	Q8429J1	2017-08-01	Q896	\$8,712.65	\$8,712.65	\$8,712.65	
8973117	Q8428J1	2017-08-01	Q896	\$1,928.44	\$1,928.44	\$1,928.44	
8973117	Q8430J1	2017-08-01	Q896	\$1,937.04	\$1,937.04	\$1,937.04	
8973117	Q8033J4	2017-09-01	Q896	\$1,928.44	\$1,928.44		\$1,928.44
8973117	Q8032J4	2017-09-01	Q896	\$17,946.63	\$17,946.63		\$17,946.63
8973117	Q8035J4	2017-09-01	Q896	\$1,937.04	\$1,937.04		\$1,937.04
8973117	Q8034J4	2017-09-01	Q896	\$8,712.65	\$8,712.65		\$8,712.65
8973117	Q8218J6	2017-10-01	Q896	\$1,928.44	\$1,928.44		\$1,928.44
8973117	Q8217J6	2017-10-01	Q896	\$17,946.63	\$17,946.63		\$17,946.63
8973117	Q8220J6	2017-10-01	Q896	\$1,937.04	\$1,937.04		\$1,937.04
8973117	Q8219J6	2017-10-01	Q896	\$8,712.65	\$8,712.65		\$8,712.65
8973117	Q8819J8	2017-11-01	Q896	\$1,928.44	\$1,928.44		\$1,928.44
8973117	Q8818J8	2017-11-01	Q896	\$17,946.63	\$17,946.63		\$17,946.63
8973117	Q8821J8	2017-11-01	Q896	\$1,937.04	\$1,937.04		\$1,937.04
8973117	Q8820J8	2017-11-01	Q896	\$8,712.65	\$8,712.65		\$8,712.65
Total						\$352,826.04	\$91,574.28
Lease Stream						\$444,267.27	
POC Total						\$888,667.59	

N.B. due to the volume, invoices will be provided upon request. A spreadsheet format has ben provided.

EXHIBIT A  
Page 5 Of 69

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions

Representation of filing

**This filing is Completed**

File Number : 167517693520

File Date : 03-Apr-2016

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10689 - IBM CREDIT LLC	
CT Lien Solutions 330 N Brand Blvd #700 Glendale, CA 91203	53241284  CALI

File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TULARE LOCAL HEALTH CARE DISTRICT				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 869 NORTH CHERRY		CITY TULARE	STATE CA	POSTAL CODE 932740000 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME IBM Credit LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One North Castle Drive		CITY Armonk	STATE NY	POSTAL CODE 10504 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All of the following equipment together with all related software, whether now owned or hereafter acquired and wherever located (all as more fully described on IBM Credit LLC Agreement(s) 015944 including one or more of the following: XSV2/OEM -OEM SERVICES,XOT9/OEM -OEM OTHER,XSW1/OEM -OEM SOFTWARE,APPQ/A18 -IPAD AIR 16GB 1GB RAM 9.7",HPKM/L24 -24" HP FLAT PANEL MONITOR all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such equipment and software. IBM Credit LLC files this notice as a precautionary filing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

53241284

015944

CR00001B3245

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by CT Lien Solutions, P.O. Box 29071,  
Glendale, CA 91209-9071 Tel (800) 331-3282

EXHIBIT

Page 6 Of 69

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 167501977649  
File Date : 02-Jan-2016

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 800-331-3282; Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10689 - IBM CREDIT LLC	
CT Lien Solutions 330 N Brand Blvd #700 Glendale, CA 91203	51872768 CALI

File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TULARE LOCAL HEALTH CARE DISTRICT					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 869 NORTH CHERRY		CITY TULARE	STATE CA	POSTAL CODE 932740000	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME IBM Credit LLC					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS One North Castle Drive		CITY Armonk	STATE NY	POSTAL CODE 10504	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All of the following equipment together with all related software, whether now owned or hereafter acquired and wherever located (all as more fully described on IBM Credit LLC Agreement(s) 011349 including one or more of the following: 2076/224 -Storwize V7000 Expansion 24,XSV2/OEM -OEM SERVICES,XSW1/OEM -OEM SOFTWARE,HPKM/L23 -23" FLAT PANEL LED MONITOR,9SW1/IBM -IBM SOFTWARE,WYSQ/P25 -WYSE P25 ZERO CLIENT,XOT9/OEM -OEM OTHER,7162/G4U -FLEX SYSTEM X240 XEON 8 CORE 2.6GHZ 16GB 25MB CACHE,9848/AE2 -FlashSys V9000 Storag Enclos all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such equipment and software. IBM Credit LLC files this notice as a precautionary filing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmilling Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser.

8. OPTIONAL FILER REFERENCE DATA:

51872768

011349

CR00001A6784

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by CT Lien Solutions, P.O. Box 29071,  
Glendale, CA 91209-9071 Tel (800) 331-3282

EXHIBIT  
Page 7 Of 69



Filed 12/07/17

Case 17-13797

### Claim 49

[illegible]

EXHIBIT A  
Page 8 Of 69



[illegible]

EXHIBIT 7  
Page 9 Of 69

Filed 12/07/17  
01 Nov 2017

Case 17-13797

Claim 49

[illegible]

EXHIBIT A  
Page 10 of 18



[illegible]

EXHIBIT A  
Page 11 Of 69

Case 1:17-cv-01379

Claim 1

Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM SERVICES	0000391	54.99	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008200	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000399	11.01	7,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008201	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000398	12.01	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008202	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000357	1.11	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008203	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	318.88	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008204	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000394	812.81	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008205	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	812.81	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008206	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3,827.20	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008207	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000399	84.80	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008208	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000398	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008209	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000391	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008210	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000399	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008211	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000397	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008212	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000394	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008213	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000392	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008214	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008215	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008216	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008217	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008218	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008219	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008220	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008221	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008222	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008223	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008224	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008225	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008226	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008227	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008228	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008229	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008230	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008231	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008232	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008233	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008234	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008235	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008236	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008237	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008238	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008239	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008240	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008241	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008242	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008243	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008244	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008245	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008246	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008247	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008248	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008249	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008250	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008251	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008252	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008253	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008254	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008255	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008256	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008257	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008258	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008259	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008260	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008261	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008262	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008263	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008264	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008265	6.43	17,946.63
Q82101	01 Nov 2017	XSV2	OEM	3CC	OEM OTHER	0000395	3.95	8,712.65	0918165	01 May 2017	WSPQ	P25	3CC	WSP5 P25 ZERO CLIENT	0008266	6.43	17,946.63
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Q000121	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H1	1.34	17,946.63	Q000K01	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R96	13.97	8,712.65
Q000122	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H2	1.34	17,946.63	Q000K06	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R95	13.97	8,712.65
Q000123	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H3	1.34	17,946.63	Q000K07	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R94	13.97	8,712.65
Q000124	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H4	1.34	17,946.63	Q000K08	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R93	13.97	8,712.65
Q000125	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H5	1.34	17,946.63	Q000K09	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R92	13.97	8,712.65
Q000126	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H6	1.34	17,946.63	Q000K10	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R91	13.97	8,712.65
Q000127	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H7	1.34	17,946.63	Q000K11	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R90	13.97	8,712.65
Q000128	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H8	1.34	17,946.63	Q000K12	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R89	13.97	8,712.65
Q000129	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H9	1.34	17,946.63	Q000K13	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R88	13.97	8,712.65
Q000130	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H10	1.34	17,946.63	Q000K14	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R87	13.97	8,712.65
Q000131	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H11	1.34	17,946.63	Q000K15	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R86	13.97	8,712.65
Q000132	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H12	1.34	17,946.63	Q000K16	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R85	13.97	8,712.65
Q000133	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H13	1.34	17,946.63	Q000K17	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R84	13.97	8,712.65
Q000134	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H14	1.34	17,946.63	Q000K18	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R83	13.97	8,712.65
Q000135	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H15	1.34	17,946.63	Q000K19	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R82	13.97	8,712.65
Q000136	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H16	1.34	17,946.63	Q000K20	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R81	13.97	8,712.65
Q000137	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H17	1.34	17,946.63	Q000K21	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R80	13.97	8,712.65
Q000138	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H18	1.34	17,946.63	Q000K22	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R79	13.97	8,712.65
Q000139	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H19	1.34	17,946.63	Q000K23	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R78	13.97	8,712.65
Q000140	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H20	1.34	17,946.63	Q000K24	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R77	13.97	8,712.65
Q000141	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H21	1.34	17,946.63	Q000K25	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R76	13.97	8,712.65
Q000142	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H22	1.34	17,946.63	Q000K26	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R75	13.97	8,712.65
Q000143	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H23	1.34	17,946.63	Q000K27	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R74	13.97	8,712.65
Q000144	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H24	1.34	17,946.63	Q000K28	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R73	13.97	8,712.65
Q000145	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H25	1.34	17,946.63	Q000K29	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R72	13.97	8,712.65
Q000146	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H26	1.34	17,946.63	Q000K30	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R71	13.97	8,712.65
Q000147	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H27	1.34	17,946.63	Q000K31	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R70	13.97	8,712.65
Q000148	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H28	1.34	17,946.63	Q000K32	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R69	13.97	8,712.65
Q000149	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H29	1.34	17,946.63	Q000K33	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R68	13.97	8,712.65
Q000150	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H30	1.34	17,946.63	Q000K34	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R67	13.97	8,712.65
Q000151	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H31	1.34	17,946.63	Q000K35	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R66	13.97	8,712.65
Q000152	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H32	1.34	17,946.63	Q000K36	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R65	13.97	8,712.65
Q000153	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H33	1.34	17,946.63	Q000K37	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R64	13.97	8,712.65
Q000154	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H34	1.34	17,946.63	Q000K38	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R63	13.97	8,712.65
Q000155	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H35	1.34	17,946.63	Q000K39	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R62	13.97	8,712.65
Q000156	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H36	1.34	17,946.63	Q000K40	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R61	13.97	8,712.65
Q000157	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H37	1.34	17,946.63	Q000K41	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R60	13.97	8,712.65
Q000158	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H38	1.34	17,946.63	Q000K42	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R59	13.97	8,712.65
Q000159	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H39	1.34	17,946.63	Q000K43	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R58	13.97	8,712.65
Q000160	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H40	1.34	17,946.63	Q000K44	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R57	13.97	8,712.65
Q000161	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H41	1.34	17,946.63	Q000K45	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R56	13.97	8,712.65
Q000162	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H42	1.34	17,946.63	Q000K46	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R55	13.97	8,712.65
Q000163	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H43	1.34	17,946.63	Q000K47	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R54	13.97	8,712.65
Q000164	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H44	1.34	17,946.63	Q000K48	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R53	13.97	8,712.65
Q000165	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H45	1.34	17,946.63	Q000K49	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R52	13.97	8,712.65
Q000166	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H46	1.34	17,946.63	Q000K50	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R51	13.97	8,712.65
Q000167	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H47	1.34	17,946.63	Q000K51	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R50	13.97	8,712.65
Q000168	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H48	1.34	17,946.63	Q000K52	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R49	13.97	8,712.65
Q000169	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H49	1.34	17,946.63	Q000K53	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R48	13.97	8,712.65
Q000170	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H50	1.34	17,946.63	Q000K54	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R47	13.97	8,712.65
Q000171	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H51	1.34	17,946.63	Q000K55	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R46	13.97	8,712.65
Q000172	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H52	1.34	17,946.63	Q000K56	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R45	13.97	8,712.65
Q000173	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H53	1.34	17,946.63	Q000K57	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R44	13.97	8,712.65
Q000174	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H54	1.34	17,946.63	Q000K58	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R43	13.97	8,712.65
Q000175	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H55	1.34	17,946.63	Q000K59	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R42	13.97	8,712.65
Q000176	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H56	1.34	17,946.63	Q000K60	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R41	13.97	8,712.65
Q000177	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H57	1.34	17,946.63	Q000K61	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R40	13.97	8,712.65
Q000178	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H58	1.34	17,946.63	Q000K62	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R39	13.97	8,712.65
Q000179	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H59	1.34	17,946.63	Q000K63	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R38	13.97	8,712.65
Q000180	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H60	1.34	17,946.63	Q000K64	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R37	13.97	8,712.65
Q000181	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H61	1.34	17,946.63	Q000K65	01 Feb 2017	APPO	A16	3CC	IPAD AIR 16GB 1GB RAM 9.7"	Q000R36	13.97	8,712.65
Q000182	01 Sep 2017	HPM	L23	3CC	23" FLAT PANEL LED MONITOR	Q0001H62	1.34	17,946.63	Q000K66	01 Feb 2017	APPO						

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080346Z	01 Sep 2017	HPEM	L24	JCC	24" HP FLAT PANEL MONITOR	000C9XK	3.95	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F0	6.43	17,946.63
080346Z	01 Sep 2017	HPEM	L24	JCC	24" HP FLAT PANEL MONITOR	000C9XS	3.95	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F1	6.43	17,946.63
080346Z	01 Sep 2017	HPEM	L24	JCC	24" HP FLAT PANEL MONITOR	000C9XR	3.95	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F2	6.43	17,946.63
080346Z	01 Sep 2017	HPEM	L24	JCC	24" HP FLAT PANEL MONITOR	000C9SG	3.95	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F3	6.43	17,946.63
080346Z	01 Sep 2017	HPEM	L24	JCC	24" HP FLAT PANEL MONITOR	000C9SH	3.95	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9S5	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9S4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9S3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9S2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9S1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7F9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R8	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R6	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R5	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G2	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G3	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G2	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G3	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G2	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G3	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G2	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G3	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G2	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G3	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G4	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G5	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G6	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R1	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G7	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R9	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G8	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R7	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G9	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R4	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G0	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R3	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC	WYSP P25 ZERO CLIENT	000R7G1	6.43	17,946.63
080346Z	01 Sep 2017	APPO	A16	JCC	IPAD AIR 16GB 1GB RAM 9.7"	000C9R2	13.97	8,712.65	08558BK	01 Feb 2017	WYSP	P25	3CC				

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YYS P25 ZERO CLIENT 000082CY 6.43 17,946.63  
YYS P25 ZERO CLIENT 000082CY 6.43 17,946.63

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### Claim 49

Case#	Case Name	Case Type	Case Status	Case Date	Case Time	Case Location	Case Description	Case Notes	Case Actions								
000001	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000001B	6.43	17,946.63	000001B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000001B	1.94	17,946.63
000002	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000002B	6.43	17,946.63	000002B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000002B	1.94	17,946.63
000003	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000003B	6.43	17,946.63	000003B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000003B	1.94	17,946.63
000004	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000004B	6.43	17,946.63	000004B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000004B	1.94	17,946.63
000005	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000005B	6.43	17,946.63	000005B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000005B	1.94	17,946.63
000006	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000006B	6.43	17,946.63	000006B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000006B	1.94	17,946.63
000007	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000007B	6.43	17,946.63	000007B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000007B	1.94	17,946.63
000008	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000008B	6.43	17,946.63	000008B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000008B	1.94	17,946.63
000009	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000009B	6.43	17,946.63	000009B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000009B	1.94	17,946.63
000010	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000010B	6.43	17,946.63	000010B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000010B	1.94	17,946.63
000011	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000011B	6.43	17,946.63	000011B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000011B	1.94	17,946.63
000012	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000012B	6.43	17,946.63	000012B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000012B	1.94	17,946.63
000013	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000013B	6.43	17,946.63	000013B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000013B	1.94	17,946.63
000014	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000014B	6.43	17,946.63	000014B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000014B	1.94	17,946.63
000015	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000015B	6.43	17,946.63	000015B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000015B	1.94	17,946.63
000016	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000016B	6.43	17,946.63	000016B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000016B	1.94	17,946.63
000017	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000017B	6.43	17,946.63	000017B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000017B	1.94	17,946.63
000018	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000018B	6.43	17,946.63	000018B	01 Jan 2017	HPKX	L23	3CC	23" FLAT PANEL LED MONITOR	000018B	1.94	17,946.63
000019	01 Jan 2017	WYSS	P25	1CC	WYSS P25 ZERO CLIENT	000019B	6.43	17,946.63	000019B	01							

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### Claim 49

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Supplement No. 015944

**IBM Credit LLC**  
**Lease/Purchase Supplement**

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Lease/Purchase Master Agreement No.: 8972702LP

**Lessee Name and Address:**  
 TULARE LOCAL HEALTH CARE DISTRICT  
 869 N CHERRY ST  
 TULARE CA 93274-2207

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between TULARE LOCAL HEALTH CARE DISTRICT ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: April 15, 2016

Supplier:

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	XOT9 OEM OEM OTHER	36	128,075.00	5.09	March 2016
2	1	XOT9 OEM OEM OTHER	36	10,674.47	5.09	March 2016
3	35	APPQ A16 IPAD AIR 16GB 1GB RAM 9.7"	36	16,456.30	4.88	March 2016
4	1	XOT9 OEM OEM OTHER	36	402.03	5.06	March 2016
5	22	HPKM L24 24" HP FLAT PANEL MONITOR	36	2,923.80	4.70	March 2016
6	1	XOT9 OEM OEM OTHER	36	1,840.31	5.08	March 2016
7	1	XSW1 OEM OEM SOFTWARE	36	13,911.40	5.09	March 2016
8	1	XOT9 OEM OEM OTHER	36	2,837.68	5.09	March 2016
9	1	XSW1 OEM OEM SOFTWARE	36	80,000.00	5.09	March 2016
10	1	XSV2 OEM OEM SERVICES	36	5,000.00	5.08	March 2016
11	1	XOT9 OEM OEM OTHER	36	27,200.08	5.09	March 2016
12	1	XOT9 OEM OEM OTHER	36	2,315.18	5.08	March 2016
13	1	XOT9 OEM OEM OTHER	36	37.25	4.89	March 2016
TOTALS				291,673.50		

**SPECIAL TERMS AND CONDITIONS:** None

**ADDITIONAL TERMS AND CONDITIONS:**

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results

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Supplement No: 015944

**IBM Credit LLC**  
**Lease/Purchase Supplement**

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Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to:  
**TULARE LOCAL HEALTH CARE DISTRICT**

Agreed to:  
**IBM Credit LLC**

By: *Phonnie Bell*  
 Authorized signature

Name (type or print): Phonnie Bell

Title (type or print): President

Date: 5-16-16

By: *Claire L. Squires*  
 Authorized signature

Name (type or print): Claire L. Squires

Title (type or print): Business Support Operations Manager

Date: 03-30-16



# **IBM Credit LLC** **Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 015944

## Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

## Lease Payment Schedule

Total Principal Amount: \$291,673.50

Interest Rate for Schedule: 5.06%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	4/01/2016	8,712.65	8,712.65	0.00	282,960.85
2	5/01/2016	8,712.65	7,519.39	1,193.26	275,441.46
3	6/01/2016	8,712.65	7,551.31	1,161.34	267,890.15
4	7/01/2016	8,712.65	7,583.15	1,129.50	260,307.00
5	8/01/2016	8,712.65	7,615.33	1,097.32	252,691.67
6	9/01/2016	8,712.65	7,647.05	1,065.60	245,044.62
7	10/01/2016	8,712.65	7,679.30	1,033.35	237,365.32
8	11/01/2016	8,712.65	7,711.83	1,000.82	229,653.49
9	12/01/2016	8,712.65	7,744.31	968.34	221,909.18
10	1/01/2017	8,712.65	7,776.92	935.73	214,132.26
11	2/01/2017	8,712.65	7,809.86	902.79	206,322.40
12	3/01/2017	8,712.65	7,842.71	869.94	198,479.69
13	4/01/2017	8,712.65	7,875.94	836.71	190,603.75
14	5/01/2017	8,712.65	7,909.06	803.59	182,694.69
15	6/01/2017	8,712.65	7,942.30	770.35	174,752.39
16	7/01/2017	8,712.65	7,975.92	736.73	166,776.47
17	8/01/2017	8,712.65	8,009.44	703.21	158,767.03
18	9/01/2017	8,712.65	8,043.29	669.36	150,723.74
19	10/01/2017	8,712.65	8,077.11	635.54	142,646.63
20	11/01/2017	8,712.65	8,111.26	601.39	134,535.37
21	12/01/2017	8,712.65	8,145.30	567.35	126,390.07
22	1/01/2018	8,712.65	8,179.51	533.14	118,210.56
23	2/01/2018	8,712.65	8,214.05	498.60	109,996.51
24	3/01/2018	8,712.65	8,248.87	463.78	101,747.64
25	4/01/2018	8,712.65	8,283.70	428.95	93,463.94
26	5/01/2018	8,712.65	8,318.45	394.20	85,145.49
27	6/01/2018	8,712.65	8,353.55	359.10	76,791.94
28	7/01/2018	8,712.65	8,388.93	323.72	68,403.01
29	8/01/2018	8,712.65	8,424.29	288.36	59,978.72
30	9/01/2018	8,712.65	8,459.61	253.04	51,519.11
31	10/01/2018	8,712.65	8,495.64	217.01	43,023.47
32	11/01/2018	8,712.65	8,531.22	181.43	34,492.25
33	12/01/2018	8,712.65	8,567.16	145.49	25,925.09
34	1/01/2019	8,712.65	8,603.38	109.27	17,321.71
35	2/01/2019	8,712.65	8,639.63	73.02	8,682.08

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 015944

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
36	3/01/2019	8,712.65	8,682.08	30.57	0.00
Totals:		313,655.40	291,673.50	21,981.90	



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 015944

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XOT9 OEM OEM OTHER		128,075.00
1	XOT9 OEM OEM OTHER		10,674.47
35	APPQ A16 IPAD AIR 16GB 1GB RAM 9.7"		16,456.30
1	XOT9 OEM OEM OTHER		402.03
22	HPKM L24 24" HP FLAT PANEL MONITOR		2,923.80
1	XOT9 OEM OEM OTHER		1,840.31
1	XSW1 OEM OEM SOFTWARE		13,911.40
1	XOT9 OEM OEM OTHER		2,837.68
1	XSW1 OEM OEM SOFTWARE		80,000.00
1	XSV2 OEM OEM SERVICES		5,000.00
1	XOT9 OEM OEM OTHER		27,200.08
1	XOT9 OEM OEM OTHER		2,315.18
1	XOT9 OEM OEM OTHER		37.25

Totals: 291,673.50

Lessee: TULARE LOCAL HEALTH CARE DISTRICT

By: [Signature]  
Authorized signature

Name (type or print): [Signature]

Title (type or print): President / Chairman

Date: 5/16/16

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IBM Credit LLC

## LESSEE'S CERTIFICATE

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Re: Lease/Purchase Supplement No. 015944 to Lease/Purchase Master Agreement No. 89727021.P between IBM Credit LLC and TULARE LOCAL HEALTH CARE DISTRICT ("Lessee").

The undersigned, being the duly elected, qualified and acting Chairman of the Lessee do hereby certify, as of 3/16/16 as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 3/16/16 by resolution or ordinance duly enacted in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
<u>Stephen Bell</u>	<u>Chairman</u>	<u>[Signature]</u>
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above

3. The meeting(s) of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).

Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

☒ Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

Yes ☐ No ☒ If yes, then please describe the circumstances of such termination:



LESSEE'S CERTIFICATE

IBM Credit LLC

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10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee TULARE LOCAL HEALTH CARE DISTRICT

By: Alan Germany  
Title: CEO/COO

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE

Schedule/Agreement No.: 015944

Certificate of Acceptance No.: 015944001

**IBM Credit LLC**  
**Certificate of Acceptance**

Page 1 of 2

**Lessee/Borrower Name ("Client") and Address:**  
TULARE LOCAL HEALTH CARE DISTRICT  
869 N CHERRY ST  
TULARE CA 93274-2207

**Lessor Name and Address:**  
IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference:  
Payment Period: Monthly  
Payment Type: Advance

TAX-EXEMPT FINANCING TRANSACTION(S)		
Qty.	Property Description	Original Term (months)
1	XOT9 OEM OEM OTHER	36
1	XOT9 OEM OEM OTHER	36
35	APPQ A16 IPAD AIR 16GB 1GB RAM 9.7"	36
1	XOT9 OEM OEM OTHER	36
22	HPKM L24 24" HP FLAT PANEL MONITOR	36
1	XOT9 OEM OEM OTHER	36
1	XSW1 OEM OEM SOFTWARE	36
1	XOT9 OEM OEM OTHER	36
1	XSW1 OEM OEM SOFTWARE	36
1	XSV2 OEM OEM SERVICES	36
1	XOT9 OEM OEM OTHER	36
1	XOT9 OEM OEM OTHER	36
1	XOT9 OEM OEM OTHER	36

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.



Schedule/Agreement No.: 015944

IBM Credit LLC

Certificate of Acceptance No.: 015944001

Certificate of Acceptance

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For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

3/16/16 (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:  
TULARE LOCAL HEALTH CARE DISTRICT

By: [Signature]  
Authorized signature

[Signature]  
Name (type or print):

CIO  
Title (type or print):

Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

Baker & Hostetler LLP  
11601 Wilshire Boulevard  
Suite 1400  
Los Angeles, CA 90025-0509  
T 310.820.8800  
F 310.820.8859  
www.bakerlaw.com

March 16, 2016

IBM Credit, LLC  
7100 Highlands Parkway  
Smyrna, GA 300852

*Re: Lease / Purchase Supplement No. 015944 to Lease / Purchase  
Master Agreement between IBM Credit, LLC and Tulare Local  
Healthcare District*

Ladies and Gentlemen:

We have acted as special California counsel to Tulare Local Healthcare District ("Lessee") in connection with the above-referenced Lease/Purchase Supplement between Lessee and IBM Credit, LLC ("Lessor") (the "Transaction").

In such capacity, we have reviewed the following documents:-

1. Lease/Purchase Master Agreement dated May 16, 2014 between Lessor and Lessee (the "Master Agreement"); and
2. Lease/Purchase Supplement (No. 015944) between Lessor and Lessee (including the attached Certificate of Acceptance, Lessee's Certificate and Lease Payment Schedule), dated as of the date of this opinion (the "Supplement").

The Master Agreement and the Supplement are hereinafter referred to collectively as the "Documents."

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver  
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC  
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In rendering our opinion we have also examined such certificates of public officials, organizational documents of Lessee, and other certificates and instruments as we have deemed necessary for the purposes of the opinions herein expressed. As to various questions of fact material to our opinion, we have relied upon certificates and written statements of the directors or officers of Lessee (the "Opinion Certificate"), and the representations of Lessee contained in the Lessee Certificate attached to the Supplement.

We express no opinion with respect to the effect of any law other than the laws of the State California (the "State"), including, without limitation, the California Uniform Commercial Code (the "UCC"), and the federal law of the United States (together with the laws of the State, "Applicable Law").

Whenever our opinion herein is qualified by the phrase "to the best of our knowledge" (or similar phrase) it is intended to indicate that the current, actual knowledge of the attorneys within the Los Angeles office of this firm engaged in the representation of Lessee in connection with the Transaction is not inconsistent with that portion of the opinion which such phrase qualifies. Except as expressed herein, we have made no independent investigation of any such matters and we have not made any other examination of Lessee.

Based on the foregoing and upon such investigation as we have deemed necessary, and subject to the qualifications and exceptions herein contained, we are of the opinion that:

1. Lessee is a local healthcare district, duly organized and existing under the laws of the State, and specifically Section 32000 et seq of the California Health & Safety Code.
2. Lessee has all the requisite power and authority to enter into the Documents and to perform its obligations thereunder.
3. The execution, delivery and performance of the Documents by Lessee has been duly authorized by the Board of Directors of Lessee.
4. All proceedings of Lessee and its Board of Directors relating to the authorization and approval of the Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws (i.e. the Ralph M. Brown Act) and all other Applicable Law.

IBM Credit, LLC  
March 16, 2016  
Page 3

5. Lessee has acquired or has arranged for the acquisition of the property subject to the Supplement, and has entered in to the Documents in compliance with all State public bidding laws, to the extent that they are applicable to the Transaction.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Documents.

7. The Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

8. To the best of our knowledge, no litigation is pending or threatened against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Documents; (b) questioning the authority of Lessee to execute the Documents, or the validity of the Documents, or the payment of principal of or interest on, the Documents; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Documents; or (d) affecting the provisions made for the payment of or security for the Documents.

We express no opinion with respect to any documents other than the Documents, regardless of whether any other documents are referred to or incorporated by reference therein.

The foregoing opinions are subject to the following qualifications, limitations and exceptions:

(a) The effect of bankruptcy, insolvency, fraudulent conveyance or transfer, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights, powers, privileges, remedies and interests of creditors, obligees or sureties including, without limitation, the effect of Sections 547 and 548 of the Federal Bankruptcy Code and comparable provisions of the laws of the State;

(b) The effect of the limitations imposed by Applicable Law or rules or principles (of equity, public policy or otherwise) affecting the enforcement of obligations generally, whether considered at law, in equity or otherwise, including (without limitation) those pertaining to specific performance, injunctive relief, materiality, good faith, fair dealing, diligence, reasonableness, unconscionability, impossibility of performance, redemption or other cure, suretyship rights or defenses, waiver, laches, estoppel, or judicial deference or other equitable remedies;

(c) The enforceability of any term or provision of the Documents that purportedly grants to a party or authorizes or permits a party or other person to

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exercise or otherwise enforce or pursue specific rights, powers, privileges, remedies or interests in a manner impermissible under or otherwise inconsistent with Applicable Law or public policy of the State from time to time in effect;

(d) The unenforceability under certain circumstances, under Applicable Law or State court decisions, of provisions in the Documents expressly or by implication waiving broadly or vaguely stated rights, unknown future rights, defenses to obligations or rights granted by law, where such waivers are against public policy or prohibited by Applicable Law;

(e) The unenforceability under certain circumstances of provisions in the Documents to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, that election of a particular remedy or remedies does not preclude recourse to one or more other remedies, that any right or remedy may be exercised without notice, or that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of any such right or remedy;

(f) The unenforceability under certain circumstances of any term or provision in the Documents indemnifying a party against liability for its own wrongful or negligent acts or where such indemnification is contrary to public policy or prohibited by Applicable Law;

(g) The enforceability of any term or provision in the Documents respecting self-help or summary remedies which provide that they may be exercised without notice or opportunity for hearing or correction;

(h) The enforceability of any term or provision in the Documents purporting to assign contractual rights, to the extent such provisions are limited by requirements of notice to and consent of any third parties to such contracts or other interested parties, or any other restrictions as to the assignability of such contractual rights;

(i) The enforceability of any term or provision in the Documents purporting to appoint Lessor as attorney-in-fact for Lessee or to grant an irrevocable power of attorney to Lessor;

(j) The effect of the provisions of the UCC which require a secured party, in any disposition of personal property collateral, to act in good faith or in a commercially reasonable manner;

(k) We express no opinion with respect to the usury laws of any jurisdiction;



IBM Credit, LLC  
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(l) Any rights under the Documents held to be governed by the UCC are subject to the limitations and restrictions of the UCC which such statute provides cannot be waived;

(m) We express no opinion as to the enforceability of any provision of the Documents purporting to (a) provide for interest after judgment, or after the filing of a voluntary or involuntary proceeding for bankruptcy, insolvency, winding up, reorganization or moratorium; (b) deny the effectiveness of waivers, amendments and modifications that are not in writing; (c) waive rights relating to the survival of obligations after termination or cancellation of the Documents; (d) deny the applicability of conflicts of laws rules; (e) grant or waive any rights of set-off, recoupment or counterclaim; (f) provide that provisions of the Documents that are invalid, illegal or unenforceable may be severed from the Documents without affecting the validity, legality or enforceability of the remaining provisions of the Documents; (g) provide that failure to exercise or delay in exercising rights or remedies will not result in a forfeiture of such rights or remedies; (h) provide what actions or omissions to act constitute commercially reasonable behavior to the extent such actions or omissions are contrary to Applicable Law or (i) permit the Lessor to collect attorneys' fees and costs under the Documents, if Lessor is not the prevailing party in such action;

(n) We express no opinion as to the enforceability of any provision of the Documents that purports to establish evidentiary standards or to waive any right to trial by jury. We express no opinion as to the effectiveness of waivers of defenses based on improper venue or an inconvenient forum. Regarding provisions for service of process in the Documents, we express no opinion as to the effect of the laws of any jurisdiction on the validity of service of process;

(o) We express no opinion as to the existence, validity, binding effect, enforceability, attachment, perfection or priority of any security interest or lien created or purported to be created under the Documents;

(p) In the case of property which becomes security for the repayment of the indebtedness evidenced by the Documents after the date hereof, Section 552 of Title 11 of the United States Code (the "Bankruptcy Code") limits the extent to which property acquired by a debtor after the commencement of a case under the Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case. Moreover, security interests in after-acquired property may be limited by Section 9204 of the UCC;

(q) There may be limitations on the exercise of the Lessor's remedies arising out of any failure by the Lessor to comply with statutory requirements or judicial decisions thereunder in the actual exercise of its rights in connection with the foreclosure, sale or other enforcement of its security interests in any of the Property (as

IBM Credit, LLC  
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defined in the Documents). Our opinions herein should not be read or construed to include any opinion as to: (i) the enforceability of any limitation on the obligation of the Lessor to account for any surplus arising from the sale or other disposition of any Property and the application of the proceeds thereof to the satisfaction of indebtedness secured thereby, (ii) the Lessor's retention or disposition of any Property in the context of any other person's exercise of an equity of redemption, (iii) any right of the Lessor to accept any Property in discharge of any obligation secured, (iv) the marshalling of any Property or (v) any limitation on the Lessor's liability for failure to comply with Chapter 6 of Article 9 of the UCC;

(r) We express no opinion as to the availability of any remedy with respect to any Property provided for in the Documents to the extent that such remedy is not otherwise available under the UCC or comparable laws of the State. Without limiting the generality of the foregoing, we express no opinion as to the validity, binding effect or enforceability of any provision in the Documents (a) that purports to permit the Lessor or any other party to foreclose on any Property without any notice to the Lessee, except as provided in Section 9611(d) of the UCC, or (ii) that purports to permit the Lessor or any other party to sell or otherwise dispose of, or purchase, any Property, or enforce any other right or remedy thereunder (including without limitation any self-help or taking possession remedy), except in compliance with Applicable Law;

(s) We express no opinion as to the validity, binding effect or enforceability of any provision in the Documents that purports to establish standards for the performance of the obligations of good faith, diligence, reasonableness and care that are different from the standards prescribed by the UCC; and

(t) We express no opinion as to whether or not the Transaction will be treated for federal and state income tax purposes as a lease or as a financing transaction.

In our opinion, the foregoing qualifications, limitations and exceptions do not render the Documents invalid as a whole, and there exist, in the Documents or pursuant to Applicable Law, legally adequate remedies for a realization of the principal benefits and/or security intended to be provided by the Documents.

We advise Lessor that circumstances can occur after the perfection of a security interest in personal property which could cause the security interest to become unperfected including, without limitation, the fact that a financing statement lapses after five years; the UCC creates certain limitations on the rights to proceeds; a change in the name of the debtor or the location of the debtor will result in the security interest in certain property to become unperfected unless appropriate steps are taken; and a secured party's rights are subject to the rights of certain purchasers of the collateral to acquire the collateral free of the security interest.

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March 16, 2016  
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To the extent that the obligations of Lessee may be dependent upon such matters, we assume that: Lessor is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; Lessor has the requisite power and authority to execute and deliver the Documents and to perform its obligations under the Documents; each of the Documents has been duly executed and delivered by Lessor, and constitutes the legally valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms; there are no other documents, understandings, or agreements (whether written or oral) between or among the parties which would expand, modify or otherwise affect the obligations of the parties under the Documents, the documents submitted to us contain therein all the terms intended by the parties, and no evidence extrinsic to the written provisions contained in the Documents will be introduced into evidence to a court of law or equity or otherwise for the purpose of showing that the parties intended a meaning contrary to that expressed by the written provisions of such document.

We have also assumed that:

(1) None of the transactions evidenced by the Documents is being entered into for any personal, family or household purposes.

(2) None of the collateral involved in the Transaction consists or will consist of consumer goods, mobile goods, farm products, crops, timber, minerals or accounts resulting from the sale thereof, beneficial interests in a trust or a decedent's estate, commercial tort claims, letter of credit rights or uncertificated securities, or consists or will consist of items that are subject to a certificate-of-title statute, and that, no party other than the Lessor has a present security interest perfected by possession in any item of collateral in which a security interest may be perfected either by possession or the filing of a financing statement.

(3) Lessee has "rights" (within the meaning of Section 9203 of the UCC) in all portions of the collateral purported to be assigned or pledged by it to the Lessor pursuant to the Documents, and value has been given by the Lessor to Lessee in connection with the transactions contemplated by the Documents, and there is no agreement to which the Lessor is a party that postpones attachment of the security interests granted under the Documents.

This opinion is intended solely for the benefit of the Lessor and its successors and assigns in connection with the Transaction. No part of this opinion may be relied upon by any other person or for any other purpose, be incorporated, quoted or otherwise referred to in any other document or communication or be filed with or otherwise furnished to any governmental authority or other person without our prior written consent, except that our prior written consent is not needed to furnish a copy of this opinion: (a) in connection with any proceedings relating to the Documents or the



Filed 12/07/17

Case 17-13797

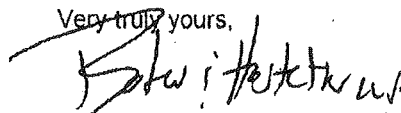
Claim 49

IBM Credit, LLC  
March 16, 2016  
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enforcement thereof; and (b) to accountants and legal counsel for the Lessor (each of whom may rely upon this opinion as though it had been addressed and delivered to them as of the date of this opinion). In all cases, reliance upon this opinion is conditioned upon acceptance of all of the qualifications, exceptions, assumptions, definitions, exclusions and other limitations set forth herein.

This opinion speaks only as of the date hereof, and to its addressees and their successors and assigns, and we have no responsibility or obligation to update this opinion, to consider its applicability or correctness to anyone other than its addressees, and their successors and assigns, or to take into account changes in law, facts or any other developments of which we may later become aware.

Very truly yours,



BAKER & HOSTETLER LLP

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EXHIBIT 4  
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**IBM Credit LLC**  
**Lease/Purchase Supplement**

Supplement No: 011349 Page 1 of 2

Lease/Purchase Master Agreement No.: 8972702LP

**Lessee Name and Address:**  
TULARE LOCAL HEALTH CARE DISTRICT  
869 CHERRY AVE  
TULARE CA 93274-2207

**Lessor Name and Address:**  
IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
lgfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between TULARE LOCAL HEALTH CARE DISTRICT ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: January 8, 2016

Supplier:

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	290	HPKM L23 23" FLAT PANEL LED MONITOR	36	38,187.20	5.18	December 2015
2	1	XOT9 OEM OEM OTHER	36	1,160.00	5.14	December 2015
3	1	XOT9 OEM OEM OTHER	36	3,245.91	5.14	December 2015
4	290	WYSQ P25 WYSE P25 ZERO CLIENT	36	62,360.00	5.14	December 2015
6	1	9848 AE2 FlashSys V9000 Storag Enclos	36	174,944.18	3.06	December 2015
8	3	7162 G4U FLEX SYSTEM X240 XEON 8 CORE 2	36	36,600.00	3.56	December 2015
9	1	2076 224 Storwize V7000 Expansion 24	36	13,744.80	3.07	December 2015
10	1	XSV2 OEM OEM SERVICES	36	17,960.00	5.14	December 2015
11	1	XSW1 OEM OEM SOFTWARE	36	189,441.00	5.14	December 2015
12	1	XOT9 OEM OEM OTHER	36	24,449.31	5.14	December 2015
13	1	XOT9 OEM OEM OTHER	36	18,373.98	5.14	December 2015
14	1	9SW1 IBM IBM SOFTWARE	36	26,723.20	3.06	December 2015
TOTALS				607,179.58		

**SPECIAL TERMS AND CONDITIONS:** None

**ADDITIONAL TERMS AND CONDITIONS:**

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

**IBM Credit LLC**  
**Lease/Purchase Supplement**

Supplement No: 011349 Page 2 of 2

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any Invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to:  
**TULARE LOCAL HEALTH CARE DISTRICT**

Agreed to:  
**IBM Credit LLC**

By: \_\_\_\_\_

*Shirley Bell*  
 Authorized signature

Name (type or print): *Shirley Bell*

Title (type or print): *Chair of Board of Directors*

Date: *12/23/15*

By: \_\_\_\_\_

*Claire L. Squires*  
 Authorized signature  
 Business Support Operations Manager

Name (type or print):

Title (type or print):

Date: *12-28-15*



Schedule/Agreement No.: 011349

Certificate of Acceptance No.: 011349001

**IBM Credit LLC**  
**Certificate of Acceptance**

Page 1 of 2

**Lessee/Borrower Name ("Client") and Address:**  
 TULARE LOCAL HEALTH CARE DISTRICT  
 869 CHERRY AVE  
 TULARE CA 93274-2207

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**  
**Payment Period:** Monthly  
**Payment Type:** Advance

TAX-EXEMPT FINANCING TRANSACTION(S)		
Qty.	Property Description	Original Term (months)
290	HPKM L23 23" FLAT PANEL LED MONITOR	36
1	XOT9 OEM OEM OTHER	36
1	XOT9 OEM OEM OTHER	36
290	WYSQ P25 WYSE P25 ZERO CLIENT	36
1	9848 AE2 FlashSys V9000 Storag Enclos	36
3	7162 G4U FLEX SYSTEM X240 XEON 8 CORE 2	36
1	2076 224 Storwize V7000 Expansion 24	36
1	XSV2 OEM OEM SERVICES	36
1	XSW1 OEM OEM SOFTWARE	36
1	XOT9 OEM OEM OTHER	36
1	XOT9 OEM OEM OTHER	36
1	9SW1 IBM IBM SOFTWARE	36

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's Invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Schedule/Agreement No.: 011349

Certificate of Acceptance No.: 011349001

**IBM Credit LLC**  
**Certificate of Acceptance**

Page 2 of 2

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

12/23/15 (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:  
TULARE LOCAL HEALTH CARE DISTRICT

By:

Authorized signature

Name (type or print):

Title (type or print):

Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

## LESSEE'S CERTIFICATE

IBM Credit LLC

Page 1 of 2

Re: Lease/Purchase Supplement No. 011349 to Lease/Purchase Master Agreement No. 8972702LP between IBM Credit LLC and TULARE LOCAL HEALTH CARE DISTRICT ("Lessee").

The undersigned, being the duly elected, qualified and acting Chairman of the Lessee do hereby certify, as of 12/23/15, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 12/23/15 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
<u>George Bell</u>	<u>Chairman</u>	<u>George Bell</u>
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).

Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

☒ Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

Yes ☐ No ☒ If yes, then please describe the circumstances of such termination:



Filed 12/07/17

Case 17-13797

Claim 49

IBM Credit LLC

## LESSEE'S CERTIFICATE

Page 2 of 2

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: TULARE LOCAL HEALTH CARE DISTRICT

\_\_\_\_\_  
Sherry Bell  
By: \_\_\_\_\_  
Sherry Bell  
Title: \_\_\_\_\_  
Chairman

Alan W. Germany  
Alan A.  
2 Feb 20

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE

**IBM Credit LLC**  
**Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 011349

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$607,179.56  
Interest Rate for Schedule: 4.31%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	1/01/2016	17,946.63	17,946.63	0.00	589,232.93
2	2/01/2016	17,946.63	15,832.20	2,114.43	573,400.73
3	3/01/2016	17,946.63	15,889.33	2,057.30	557,511.40
4	4/01/2016	17,946.63	15,943.74	2,002.89	541,567.86
5	5/01/2016	17,946.63	16,004.11	1,942.52	525,563.55
6	6/01/2016	17,946.63	16,058.84	1,887.79	509,504.71
7	7/01/2016	17,946.63	16,119.56	1,827.07	493,385.15
8	8/01/2016	17,946.63	16,174.64	1,771.99	477,210.51
9	9/01/2016	17,946.63	16,235.68	1,710.95	460,974.83
10	10/01/2016	17,946.63	16,291.08	1,655.55	444,683.75
11	11/01/2016	17,946.63	16,349.56	1,597.07	428,334.19
12	12/01/2016	17,946.63	16,408.24	1,538.39	411,925.95
13	1/01/2017	17,946.63	16,467.03	1,479.60	395,458.92
14	2/01/2017	17,946.63	16,526.04	1,420.59	378,932.88
15	3/01/2017	17,946.63	16,585.23	1,361.40	362,347.65
16	4/01/2017	17,946.63	16,644.56	1,302.07	345,703.09
17	5/01/2017	17,946.63	16,704.07	1,242.56	328,999.02
18	6/01/2017	17,946.63	16,763.75	1,182.88	312,235.27
19	7/01/2017	17,946.63	16,823.63	1,123.00	295,411.64
20	8/01/2017	17,946.63	16,883.70	1,062.93	278,527.94
21	9/01/2017	17,946.63	16,946.82	999.81	261,581.12
22	10/01/2017	17,946.63	17,007.20	939.43	244,573.92
23	11/01/2017	17,946.63	17,067.79	878.84	227,506.13
24	12/01/2017	17,946.63	17,128.54	818.09	210,377.59
25	1/01/2018	17,946.63	17,189.50	757.13	193,188.09
26	2/01/2018	17,946.63	17,250.61	696.02	175,937.48
27	3/01/2018	17,946.63	17,314.80	631.83	158,622.68
28	4/01/2018	17,946.63	17,376.28	570.35	141,246.40
29	5/01/2018	17,946.63	17,437.94	508.69	123,808.46
30	6/01/2018	17,946.63	17,499.82	446.81	106,308.64
31	7/01/2018	17,946.63	17,564.72	381.91	88,743.92
32	8/01/2018	17,946.63	17,626.94	319.69	71,116.98
33	9/01/2018	17,946.63	17,689.36	257.27	53,427.62
34	10/01/2018	17,946.63	17,754.82	191.81	35,672.80
35	11/01/2018	17,946.63	17,820.52	126.11	17,852.28

Filed 12/07/17

Case 17-13797

Claim 49

**IBM Credit LLC**  
**Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 011349

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
36	12/01/2018	17,946.63	17,852.28	94.35	0.00
Totals:		646,078.68	607,179.56	38,899.12	



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 011349

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
290	HPKM L23 23" FLAT PANEL LED MONITOR		38,187.20
1	XOT9 OEM OEM OTHER		1,180.00
1	XOT9 OEM OEM OTHER		3,245.91
290	WYSQ P25 WYSE P25 ZERO CLIENT		62,350.00
1	9848 AE2 FlashSys V9000 Storag Enclos		174,944.18
3	7162 G4U FLEX SYSTEM X240 XEON 8 CORE 2		36,600.00
1	2076 224 Storwize V7000 Expansion 24		13,744.80
1	XSV2 OEM OEM SERVICES		17,960.00
1	XSW1 OEM OEM SOFTWARE		189,441.00
1	XOT9 OEM OEM OTHER		24,449.31
1	XOT9 OEM OEM OTHER		18,373.96
1	9SW1 IBM IBM SOFTWARE		26,723.20

Totals: 607,179.56

Lessee: TULARE LOCAL HEALTH CARE DISTRICT

By:



Authorized signature

Name (type or print): Sherry Bell

Title (type or print): Chairman

Date: 12/22/15

LESSEE'S CERTIFICATE

IBM Credit LLC

Page 1 of 2

Re: Lease/Purchase Supplement No. 013070 to Lease/Purchase Master Agreement No. 8972702LP between IBM Credit LLC and TULARE LOCAL HEALTH CARE DISTRICT ("Lessee").

The undersigned, being the duly elected, qualified and acting Chairman of the Board of the Lessee do hereby certify, as of 12/28/15, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 12/23/15 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
<u>George Bell</u>	<u>Chairman of the Board</u>	<u>George Bell</u>
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).

Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

X Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

Yes \_\_\_\_ No X. If yes, then please describe the circumstances of such termination:

**LESSEE'S CERTIFICATE****IBM Credit LLC**

Page 2 of 2

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: TULARE LOCAL HEALTH CARE DISTRICT

By: Alan W. GermanyTitle: CEO/COO

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE



**IBM Credit LLC**  
**Lease/Purchase Supplement**

Supplement No: 013070

Page 1 of 2

Lease/Purchase Master Agreement No.: 8872702LP

**Lessee Name and Address:**  
 TULARE LOCAL HEALTH CARE DISTRICT  
 869 CHERRY AVE  
 TULARE CA 93274-2207

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between TULARE LOCAL HEALTH CARE DISTRICT ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: January 27, 2016

Supplier:

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	XSW1 OEM OEM SOFTWARE	36	64,487.74	5.14	December 2015
<b>TOTALS</b>				<b>64,487.74</b>		

**SPECIAL TERMS AND CONDITIONS:** None

**ADDITIONAL TERMS AND CONDITIONS:**

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

# **IBM Credit LLC** **Lease Payment Schedule**

**Lessee Name:** TULARE LOCAL HEALTH CARE DISTRICT

**Lease/Purchase Supplement No:** 013070

## Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

## Lease Payment Schedule

**Total Principal Amount:** \$64,487.74

**Interest Rate for Schedule:** 5.14%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	1/01/2016	1,928.44	1,928.44	0.00	62,559.30
2	2/01/2016	1,928.44	1,660.69	267.75	60,898.61
3	3/01/2016	1,928.44	1,667.79	260.65	59,230.82
4	4/01/2016	1,928.44	1,674.93	253.51	57,555.89
5	5/01/2016	1,928.44	1,682.10	246.34	55,873.79
6	6/01/2016	1,928.44	1,689.30	239.14	54,184.49
7	7/01/2016	1,928.44	1,696.53	231.91	52,487.96
8	8/01/2016	1,928.44	1,703.79	224.65	50,784.17
9	9/01/2016	1,928.44	1,711.08	217.36	49,073.09
10	10/01/2016	1,928.44	1,718.41	210.03	47,354.68
11	11/01/2016	1,928.44	1,725.76	202.68	45,628.92
12	12/01/2016	1,928.44	1,733.15	195.29	43,895.77
13	1/01/2017	1,928.44	1,740.57	187.87	42,155.20
14	2/01/2017	1,928.44	1,748.02	180.42	40,407.18
15	3/01/2017	1,928.44	1,755.50	172.94	38,651.68
16	4/01/2017	1,928.44	1,763.01	165.43	36,888.67
17	5/01/2017	1,928.44	1,770.56	157.88	35,118.11
18	6/01/2017	1,928.44	1,778.13	150.31	33,339.98
19	7/01/2017	1,928.44	1,785.75	142.69	31,554.23
20	8/01/2017	1,928.44	1,793.39	135.05	29,760.84
21	9/01/2017	1,928.44	1,801.06	127.38	27,959.78
22	10/01/2017	1,928.44	1,808.77	119.67	26,151.01
23	11/01/2017	1,928.44	1,816.51	111.93	24,334.50
24	12/01/2017	1,928.44	1,824.29	104.15	22,510.21
25	1/01/2018	1,928.44	1,832.10	96.34	20,678.11
26	2/01/2018	1,928.44	1,839.94	88.50	18,838.17
27	3/01/2018	1,928.44	1,847.81	80.63	16,990.36
28	4/01/2018	1,928.44	1,855.72	72.72	15,134.64
29	5/01/2018	1,928.44	1,863.66	64.78	13,270.98
30	6/01/2018	1,928.44	1,871.64	56.80	11,399.34
31	7/01/2018	1,928.44	1,879.65	48.79	9,519.69
32	8/01/2018	1,928.44	1,887.70	40.74	7,631.99
33	9/01/2018	1,928.44	1,895.78	32.66	5,736.21
34	10/01/2018	1,928.44	1,903.89	24.55	3,832.32
35	11/01/2018	1,928.44	1,912.04	16.40	1,920.28

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 013070

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
36	12/01/2018	1,928.44	1,920.28	8.16	0.00
Totals:		69,423.84	64,487.74	4,936.10	



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: TULARE LOCAL HEALTH CARE DISTRICT

Lease/Purchase Supplement No: 013070

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSW1 OEM OEM SOFTWARE		64,487.74

Totals: 64,487.74

Lessee: TULARE LOCAL HEALTH CARE DISTRICT

By: *Shirley Bell*  
Authorized signature

Name (type or print): *Shirley Bell*  
Title (type or print): *Chairman of the Board*  
Date: *12/28/15*

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St. Jude Medical

TD02A – IBM US Country Schedule for St. Jude Medical China SAP Implementation

IBM

## IBM US

### Transaction Document 02A - Statement of Work for St. Jude Medical China SAP Implementation

for

ST. JUDE MEDICAL  
SAP Implementation Services

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DocuSign Envelope ID: 96438F79-0EDF-4EB0-A050-26ED290B434C

St. Jude Medical

TD02A – IBM US Country Schedule for St. Jude Medical China SAP Implementation



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St. Jude Medical

TD02A – IBM US Country Schedule for St. Jude Medical China SAP Implementation

## 1 - Professional US Services Fees Summary

This Transaction Document "02A - Statement of Work for St. Jude Medical China SAP Implementation" (called the "US SOW") describes the Resources and Professional Fees for the work to be undertaken by IBM US (Services) detailed in the Master Statement of Work "TD01 – Statement of Work for St. Jude Medical China SAP Implementation" ("MSOW"). These Services are to be provided under the IBM customer agreement (ICA), number # HW 67416 (Agreement), dated July 10, 2006.

### 1.1 - Project Fee for the IBM US Implementation Services

The Services will be conducted on a time and materials basis.

In addition, IBM will invoice SJM monthly for applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services.

IBM personnel will typically work and charge SJM 40 to 45 hours per week. All hours in excess of 45 hours per week must be approved in advance of working the hours by the IBM Project Manager for such hours to be chargeable to SJM and may be subject to the Project Change Control Procedure in the Master SOW TD01.

IBM will provide an estimated 28,576 hours for the Services at the following hourly rates:

Role	USD Rate	Hours	USD Fees
Project Executive (US)	\$390	192	\$74,880
Project Manager (US)	\$277	2,536	\$702,472
Methods & Tools	\$258	80	\$20,640
SoH/Tech Infrastructure Lead	\$295	2,472	\$729,240
Off-shore PM	\$60	1,296	\$77,760
ABAP Development Lead	\$55	1,752	\$96,360
Sr. ABAP Consultants	\$55	3,168	\$174,240
ABAP Consultants	\$49	2,832	\$138,768
Jr. ABAP Consultants	\$45	2,656	\$119,520
PI/PO Consultant	\$55	1,600	\$88,000
BOBJ HANA LIVE Consultant	\$55	1,600	\$88,000
Basis/Security Consultant - ECC & CRM	\$49	2,328	\$114,072
Basis/Security Consultant - ECC & CRM	\$49	2,168	\$106,232
Security Consultant – Authorization	\$49	1,000	\$49,000
Security Consultant – Authorization	\$258	1,008	\$260,064
Enterprise Portal Design	\$258	880	\$227,040
GRC Sr. Consultant	\$258	1,008	\$260,064
TOTAL		28576	\$ 3,326,352

- IBM will also provide SJM a credit in the amount of \$50,000 on the condition that the MSOW and the US SOW are signed by December 31, 2015. This credit will be applied in increments of \$10,000 per month on each of the 5 monthly invoices between April 2016 and August 2016. If the monthly billing in any of these months is less than \$10,000, then the credit will be applied in the

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St. Jude Medical



TD02A – IBM US Country Schedule for St. Jude Medical China SAP Implementation

following month. If either the MSOW or the US SOW are not signed by December 31, 2015, then this credit will not be provided to SJM.

- Including the above credit, the estimated professional services charges for this SOW are \$3,276,352 and are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes. Any estimate given by IBM of any charge whether for planning or any other purpose is only an estimate and can be greater or lesser than the amount indicated. As these are estimated amounts, actual fees may differ.
- SJM will be billed all actual travel and living costs according to IBM travel and living policy estimated at 15% of professional services. This estimate is provided for budgeting purposes only, and actual expenses may exceed this amount.
- Pricing excludes individual tax and compliance costs associated with IBM personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location. Where possible, IBM will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities.
- IBM will invoice SJM monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services.

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St. Jude Medical

TD02A - IBM US Country Schedule for St. Jude Medical China SAP Implementation


IBM

## 2 - Signature Acceptance

This Transaction Document 02A -Statement of Work for St. Jude Medical China SAP Implementation (TD02A-US), the US SOW, and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between SJM and IBM regarding the Services. In entering into this TD02A-US, neither party is relying upon any representation that is not specified in this TD02A-US, the SOW or the Agreement. Additional or different terms in any written communication from SJM (such as a purchase order) are void. Each party agrees that no modifications have been made to this TD02A-US.

Each party accepts the terms of this TD02A-US by signing this TD02A-US by hand or, where recognized by law, electronically. Any reproduction of this TD02A-US made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services and Products ordered under this TD02A-US and the SOW are subject to it.

IBM agrees to provide the Services described in this TD02A-US provided SJM accepts this TD02A-US, without modification, by signing in the space provided below.

Agreed to	Agreed to
Customer Name: St. Jude Medical, Inc.	International Business Machines Corporation
Customer Address: One St. Jude Medical Drive St. Paul, MN 55117	IBM Office Address: 425 Market St. San Francisco, CA 94105
DocuSigned by: By (Authorized Signature): Mark Murphy	By (Authorized Signature): 
Name (type or print): Mark Murphy	Name (type or print): KAREN M. J. THEIS
Date: December 30, 2015	Date: 12/30/2015
Customer Number:	Referenced Agreement Name: IBM Customer Agreement (ICA), number # HW 67416, dated July 10, 2006 (the "MSA" or "Agreement")
Estimated Start Date: Jan 4, 2016 Estimated End Date: May 15, 2017	Project Name: St. Jude Medical China SAP Implementation

P. Balmer  
12/30/15

EXHIBIT A  
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